

UNITED STATES DISTRICT COURT
FOR THE
EASTERN DISTRICT OF THE STATE OF NEW YORK

BH SEVEN, LLC.,

PLAINTIFFS,

-against-

AMBIT ENERGY, L.P.,
JERE W. THOMPSON, JR., and
CHRIS CHAMBLESS

DEFENDANTS.

Case #: CV-11-2483

**AMENDED
SUMMONS**

SUMMONS IN A CIVIL ACTION

To: DEFENDANTS

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) - or 60 days if you are the United States or United States agency, or any officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) - you must serve on the Plaintiff(s) an Answer to the attached Complaint or a Motion under Rule 12 of the Federal Rules of Civil Procedure. The Answer or Motion must be served on the Plaintiff or Plaintiff's attorney, whose name and address are: Flora Rainer, Esq., 7234 73rd Street, Glendale, New York 11385.

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You must file your Answer or Motion with the Court.

CLERK OF COURT

Signature of Clerk or Deputy Clerk

Date: September 28, 2011

UNITED STATES DISTRICT COURT
FOR THE
EASTERN DISTRICT OF THE STATE OF NEW YORK

BH SEVEN, LLC.,)	
)	
-against-)	PLAINTIFFS,
)	
AMBIT ENERGY, L.P.,)	
JERE W. THOMPSON, JR., and)	
CHRIS CHAMBLESS)	
)	DEFENDANTS.

Case #: CV-11-2483

AMENDED CIVIL COMPLAINT

Statement of Jurisdiction

For diversity-of-citizenship jurisdiction - The Plaintiff BH SEVEN, LLC., hereinafter “BH Seven” is a domestic corporation incorporated under the laws of State of New York with its principal place of Citizenship being in the State of New York and located at 160-20 79th Avenue, Flushing, New York 11366.

The Defendants are all Citizens of the State of Texas and have businesses addresses in the State of Texas.

Defendant **AMBIT ENERGY, L.P.**, hereinafter “Ambit,” having General Partners, a Texas domestic limited partnership known as Ambit GenPar, Inc, has a Citizenship in Texas, and business address located at 1801 N. Lamar Street, Suite 200, Dallas, Texas 75202. The President of Ambit Energy, L.P. is Jere W. Thompson, Jr. having the citizenship at 1801 N. Lamar Street, Suite 200, Dallas, Texas 75202.

Defendant **JERE W. THOMPSON, JR.**, is an individual having Citizenship in the State of Texas, residing at 5542 Wenonah Drive, Dallas, Texas 75209 and also having an address of

1801 N. Lamar Street, Suite 200, Dallas, Texas 75202.

Defendant **CHRIS CHAMBLESS**, is an individual having Citizenship in the State of Texas at 2838 Marcie Lane, Rockwall, Texas 75032 and also having an address of 1801 N. Lamar Street, Suite 200, Dallas, Texas 75202.

The amount in controversy, without interest and costs, exceeds the \$75,000 sum or value specified by 28 U.S.C. § 1332, and there is diversity of citizenship.

Plaintiff, BH SEVEN, LLC, by its attorney Flora Rainer, Esq., respectfully shows to this Court and alleges:

FIRST CAUSE OF ACTION - BREACH OF CONTRACT BY AMBIT

1. Plaintiff, BH Seven, by its President Nicole Gubin, entered into a consulting agreement with the Defendant Ambit on or about July 22, 2007 to build a network marketing. Ambit granted binding authority to National Consultant Steven Thompson who by telephone executed an oral Agreement (hereinafter the "Agreement") between the Plaintiff and Defendant. The parties never executed any written agreement. The immediate sponsor of Plaintiff was Yuriy Kasparov, who also had binding authority to add Plaintiff as a consultant, orally solicited the Plaintiff to join Ambit. Defendant Ambit approved Plaintiff's personal and credit card information, and Plaintiff became a leader in multi-level-marketing ("MLM").

2. Plaintiff had access to Ambit's Power Zone website, which maintained the back office communications and real-time business monitoring software and reporting tools. This enabled the Plaintiffs to be employed by Ambit to recruit consultants and customers for its supply of gas and electricity on Plaintiff's downline pyramid company structure. Plaintiff's MLM organization was one of the largest in New York. Plaintiff is the first Executive

Consultant in the State of New York.

3. Defendant Ambit compensated the Plaintiff in the form of weekly bonus checks, monthly residual checks, monthly performance bonus, and free energy supplies for gas and electricity. Annexed hereto as Exhibit "A" is the "Business Presentation Script-New York" (the "Script") which is currently the visual provided to prospective consultants and customers and explains the unlimited income potential offered by Defendant Ambit. From July 2007 to the present, the Defendant Ambit breached the oral Agreement with the Plaintiff by failing to accurately calculate the Plaintiff's compensation.

The Plaintiff was supposed to receive accurately calculated perpetual residual checks, but did not due to the breach of contract by Defendant Ambit. These residual amounts are supposed to be willable and transferable. The more energy used by customers resulted in greater residual income paid to Plaintiff. Additionally, the Plaintiff received monthly performance bonus on the executive and the national level requiring one personal consultant and the acquisition of five customers or two new personal consultants which is paid as \$1,000 on an Executive level.

The free supply compensation to Plaintiff, also as a customer, was given in the State of New York in the form of a check from Con Edison electricity and a credit on the bill from National Grid gas. The Defendant Ambit further breached the Agreement with Plaintiff by failing to pay the free supply to the Plaintiff.

4. The Plaintiff's paid internet Ambit website was suspended arbitrarily by Defendant Ambit in breach of the Agreement and convents of good faith. Plaintiff's fee for the website service continued to accrue. The Plaintiff made several requests for the Defendant Ambit to produce sufficient proof that warranted the suspension of its website. The Plaintiff lost potential business growth, new consultants and former consultants quit the business causing

damages and financial loss to the Plaintiff. Also this harmed and damaged the Plaintiffs' reputation in the business. The Defendant Ambit lifted the suspension only after Plaintiff's attorney demanded supporting documentation, but none existed and none was produced.

5. The Defendant Ambit breached the Agreement as to promotional bonuses by fraudulently canceling the last customer required for additional promotion bonuses at that time period claiming that the customers were canceled when the customers were actually active thereby preventing the Plaintiff from receiving the promotional bonuses, which affected the residual bonuses, and all other forms of compensation on its downline.

6. The Plaintiff suffered damages as a result of the breach of the Agreement. Plaintiff has always been underpaid by Defendant Ambit on a month to month basis from the beginning to the present. Plaintiff's first residual check from Ambit dated December 15, 2007 does not show the amount of customers, neither which customers are energized or pending, and it does not show bands or usage. It was not until the July 15, 2008 check that Defendant Ambit finally showed bands and number of customers. Defendant Ambit would arbitrarily and wrongfully withhold payments on customers and bands and not make future necessary adjustments.

7. The Plaintiff's business has grown since the Plaintiff has entered the Agreement with the Defendant Ambit, but Plaintiff has consistently each month been underpaid. For instance, on December 15, 2008, Plaintiff's total energized at different levels is inconsistent with their payments. On the Level 0, the Plaintiff's personal level, it is paid for 73% energized. On Level 0, it shows that there are 29 energized customers, payments received are only 73% and according to Ambit's calculations Plaintiff receive payment for 19 customers. The 73% of 29 customers is 21 customers, yet the Plaintiff was paid for 19 customers. In the same month, on

Level 3, there are 894 energized customers, Ambit was supposed to pay Plaintiff 91% which is 813 customers; however, Plaintiff received payment for 733 customers which is a underpayment of 80 customers. The Defendant on a monthly basis breached the Agreement and there were no adjustment in future payments. This underpayment repeated for over four years of building the Ambit business, with great tenacity and loyalty, calculates into hundreds of thousands of dollars underpaid to the Plaintiff and tens of millions of dollars in damages. Although Plaintiff objected and requested numerous times detailed explanations for such underpayment, the Plaintiff was told by CMO Chris Chambless to "just trust Ambit."

8. Each month the breach of contract was self evident in the reports generated by Defendant Ambit and despite its actual notice of the breach, no corrective measures were taken by Ambit. For example, the Plaintiff has a customer Reports by levels for the May 29, 2011 date. It indicates pending or energized customers totaling 67,737 with a difference of 379 customers plus there are 1,434 pre-verified customers. Hence, a total of 1,813 (379 plus 1,434) customers are not being applied to the Plaintiff's account for compensation.

9. The Defendant Ambit breached the Agreement with the Plaintiff by permitting transfers of customers on Plaintiff's downline into levels outside of Plaintiff's compensation, and the Defendant allows abuses which contributed to the Plaintiff's underpayment and loss of perpetual residual income.

10. Furthermore, Ambit Energy manipulates its payouts to consultants through its customer's usage calculated in bands. For example, one advertisement shows that in New York on Band 1, payment is made from 200-1,000 kilowatts on Band One for electricity and 50-250 therms on Band One for Gas. Another advertisement lists that in New York on Band 1, payment is made on 500-2,500 kilowatts for electricity and 200-1,000 therms for gas. The amounts are

arbitrarily changed by Defendant Ambit and contain amounts which are not reachable in the respective bands thereby further preventing accurate compensation to the Plaintiff for their work.

11. Defendant Ambit fraudulently purged Plaintiff's customers and customers on Plaintiff's downline out of the system to prevent accurate monthly and perpetual residuals compensation to be paid to the Plaintiffs in breach of the Agreement. However, these customers continue to be active with Ambit while Plaintiff is not being compensated. Defendant Ambit would fraudulently cancel the last customer required by the promotion which resulted in loss of income to the Plaintiff.

12. The Defendant Ambit misrepresents that consultants are allowed to sell and transfer their position with Ambit in breach of the Agreement. An e-mail from Ambit's Darrell Starkweather, dated May 9, 2011, in response to Plaintiff's immediate sponsor's request to sell his position back to Ambit or to a third party, Ambit states that it has never purchased a position from a consultant and *will not approve the sale of his consultant position to other individuals*. This violates Ambit's policies and procedures and it is done capriciously.

13. By virtue of the foregoing, the Plaintiff demands judgment from Ambit for the breach of contract in the amount of twenty million dollars (\$20,000,000) for actual damages as well as punitive damages to be determined by the Court.

SECOND CAUSE OF ACTION - BREACH OF CONTRACT BY INDIVIDUALS

14. Plaintiffs repeat and allege each and every allegation contained in Paragraphs "1" through "12" as if fully set forth herein.

15. Defendant Chief Executive Officer of Ambit, Jere W. Thompson, Jr., founded Ambit. He hired Chief Marketing Officer Chris Chambless to build the Ambit MLM. Both Defendants Jere W. Thompson, Jr. and Chris Chambless, have acted egregious in their operation

of Ambit thereby warranting the Court to pierce the corporate veil and hold them individually liable for damages caused to the Plaintiff BH Seven.

16. This underpayment to Plaintiff repeated for over four years of building the Ambit business, calculates into hundreds of thousands of dollars underpaid to the Plaintiff and tens of millions of dollars in damages as the Plaintiffs are supposed to receive accurate monthly perpetual residual income.

17. The Defendant, Jere W. Thompson, Jr. allowed to close the Plaintiff Ambit website without any justification and made false accusations against the Plaintiff. These accusations were not supported by any evidence, and Plaintiff sustained legal fees having to retain counsel to lift the suspension and receive compensations from Ambit.

18. The Defendants Jere W. Thompson, Jr. and Chris Chambless discriminated against the Plaintiff's company President, an observing Jewish female, while same did not occur to other female executives in the company or to other Jewish observing male Executives. Furthermore, over Plaintiff's objections, all major trainings and company events would occur on Fridays and Saturdays which prevented the participation of Plaintiff's Ambit organization as it included a large number of Jewish consultants thereby harming Plaintiff's business and income growth.

19. The Defendant, Jere W. Thompson, Jr and Chris Chambless acted egregiously by overcharging the Plaintiff's customers beyond the local utilities rates thereby hurting Plaintiff's reputation and hurting the public.¹

¹ Zoya Steiner's Con Edison Ambit supply charge was 10.5100 cents per kWh while her neighbor's, Radmila Yusupova Con Edison supply charge by Con Edison supply was 7.961 cents per kWh. Also, elderly and disabled customers, Tatyana Gorilovskaya, who was paying \$15 and \$17 per month for her National Grid paid to Ambit \$63.25, and Ruth Rosenblatt (at the same address as Tatyana Gorilovskaya) who used to pay \$23 for National Grid, was paying \$41 and \$53 for after joining Ambit.

20. As a result of the misconduct by Defendants Jere W. Thompson, Jr. and Chris Chambless, the Plaintiff was exposed to public hatred, shame, obloquy, contumely, odium, contempt, ridicule, aversion, ostracism, degradation, disgrace, and threats, and it induced an evil opinion of Plaintiffs in the minds of the right-thinking persons. It deprives Plaintiffs of confidence and friendly intercourse in society necessary in the MLM industry.

21. The Plaintiff should be awarded damages against these individuals which also include punitive damages in order to reform or deter future misconduct in the MLM industry. It is necessary as compensatory damages alone will be an inadequate remedy due to Defendants' misconduct and their conduct was insidiously egregious. Furthermore, the punitive damages should be awarded on the breach of contract due to these individuals Defendants as there was a breach of implied covenant of good faith and fair dealings towards the Plaintiffs and the public.

22. By virtue of the foregoing, the Plaintiff demands judgment against the Defendants Jere W. Thompson, Jr. and Chris Chambless for the breach of contract in the amount of ten million dollars (\$10,000,000) for actual damages as well as punitive damages.

THIRD CAUSE OF ACTION - UNJUST ENRICHMENT/QUANTUM MERUIT

23. Plaintiffs repeat and allege each and every allegation contained in Paragraphs "1" through "12" as if fully set forth herein.

24. The Defendants have failed to properly compensate the Plaintiffs for their weekly bonuses, monthly perpetual residual bonuses, and free energy supply payments. The Plaintiff reasonably expects payment as Plaintiff supplied the Defendant Ambit with the benefits of new consultants and customers for the supply of gas and electricity. The misconduct by Defendant Ambit has resulted in Defendant Ambit being in possession of monies that belong to the Plaintiff. In the event of the dispute of the terms of the Agreement, then Plaintiffs can prevail on

Unjust Enrichment calculated on a Quantum Meruit basis.

25. By virtue of the foregoing, the Plaintiffs demand judgment for the unjust enrichment and quantum meruit in the amount of twenty million dollars (\$20,000,000).

WHEREFORE, the Plaintiff BH SEVEN, LLC demand judgment in its favors and against the Defendants as follows:

(a) On the first cause of action, breach of contract by Defendant Ambit, in the amount of \$20,000,000; and

(b) On the second cause of action breach of contract by Defendant Jere W. Thompson, Jr. and Defendant Chris Chambless in the amount of \$10,000,000; and

(c) On the third cause of action, unjust enrichment/quantum meruit, in the amount of \$20,000,000; and

(d) Punitive Damages against the Defendants Ambit, Jere W. Thompson, Jr. and Chris Chambless; and

(e) An award of Attorney's Fees and Costs in favor of Plaintiff; and

(f) Such other and further relief as to this Court may seem just and proper.

Dated: Queens, New York
September 28, 2011

Law Office of Flora Rainer, Esq.
Attorney for Plaintiff
7234 73rd Street
Glendale, New York 11385
(718) 644-0214/(718) 312-0876 Fax

By: Flora Rainer
Flora Rainer, Esq.

To: Thompson & Knight, LLP
Attorneys for Defendant
Gabrielle Farina, Esq. and Stephen Rasch, Esq.
919 Third Avenue, 39th Floor
New York, New York 10022

BUSINESS PRESENTATION SCRIPT – NEW YORK v05102010 p. 1



The Ambit Energy Business Presentation
Your Window of Opportunity



The Ambit Opportunity
Why I Started My Ambit Business

Hello. My name is _____.
I'm an Independent Consultant with Ambit Energy.
Thanks for taking time to learn more about the Ambit Opportunity.

(Briefly tell your story. Let your guests know why you joined Ambit.)

Exhibit "A"

BUSINESS PRESENTATION SCRIPT – NEW YORK v05102010 p. 2

The Ambit Opportunity
What Is Your "Why"?

- Desire additional income
- Reduce or eliminate debts
- More time with your family
- Provide more to charity
- Build savings
- Children's college education
- Financial freedom

The Ambit Opportunity
What Is Your "Why"?

Now why should *you* start an Ambit business? If you're not sure, ask yourself these questions:

How secure do you feel about the future of your job?
Could you use some additional income?
Are you completely debt-free?
Would you like more time with your family?
If you were disabled today, could you maintain your lifestyle for 6 months?
Are you saving enough for your children's or grandchildren's education?
Are you living in the house and the neighborhood of your dreams?
Are you secure for a retirement of comfort?

Maybe you've never thought about these things before. Or maybe you think about these things all the time. Whichever it is, let me ask you another question. *"Do you use electricity or natural gas?"*

Everyone uses electricity and natural gas, right? Because of that, I can show you how to:

Earn unlimited income with flexible working hours.
Get paid in the future for the work you do now.
Work from home and spend more time with your family and friends.
Take control of your financial future and inspire others.

Sound good? Then let me tell you about an income opportunity like no other.

BUSINESS PRESENTATION SCRIPT – NEW YORK v05102010 p. 3

THE AMBIT OPPORTUNITY

Why Ambit Is the Right Choice

- **The Right Company**
A vision focused on success.
- **An Expanding Industry**
Growth within a recession-proof business.
- **The Perfect Product**
Energy savings and rewards for customers.
- **The Greatest Opportunity**
You have the power in your hands.

The Ambit Opportunity
Why Ambit Is The Right Choice

In the next half-hour, we'll discuss the how
the right **Company**
in an expanding **Industry**
offers the perfect **Product**
that can offer you the greatest **Opportunity** for success.

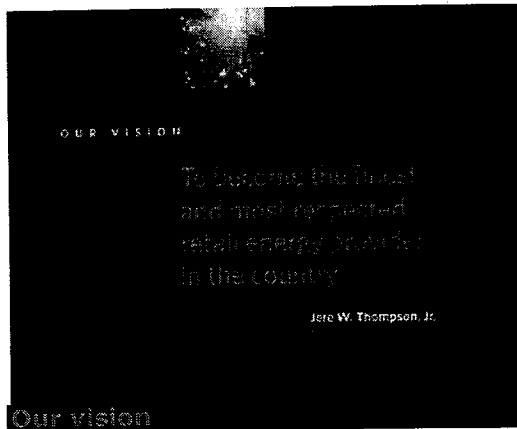


Our Company A vision focused on your success.

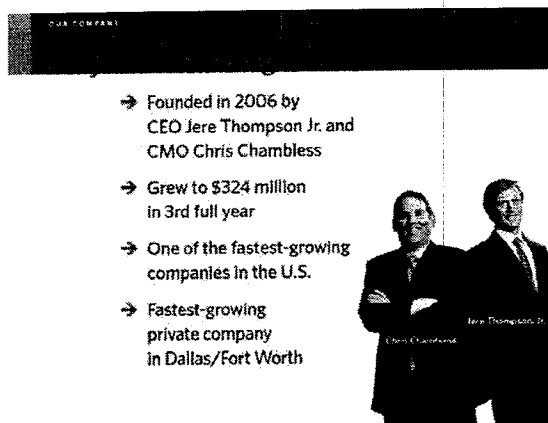
Our Company
A vision focused on your success.

Our company's vision is focused on your success.

BUSINESS PRESENTATION SCRIPT – NEW YORK v05102010 p. 4



Our CEO Jere Thompson's vision is for Ambit Energy to be the finest and most respected retail energy provider in the country.



OUR COMPANY Why Ambit Is the Right Choice

Ambit Energy was founded in 2006 by our Chief Executive Officer Jere Thompson, Jr., and our Chief Marketing Officer Chris Chambless.

Jere Thompson, Jr., is the grandson of the founder of Southland Corporation. You may know of Southland better as 7-Eleven. But Jere also built his own rapid-growth company during telecom deregulation. Jere took CapRock Fiber Networks from start-up to annual revenues of \$300 million in seven years. It was the fastest-growing company in Dallas in 1996.

Chris Chambless brings more than 15 years of corporate network marketing experience to Ambit Energy. He was a senior executive at Excel Communications, which became a multi-billion-dollar publicly traded telecom company—one of the fastest-growing companies in U.S. history.

Our Co-founders share common values and goals that emphasize:

Integrity

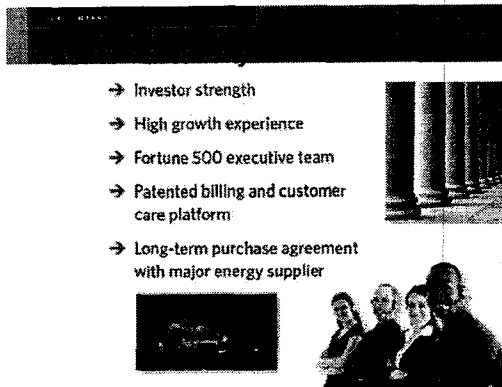
Excellence

Commitment and enthusiasm in everything the company does

They are 100% committed to our success as Independent Consultants.

BUSINESS PRESENTATION SCRIPT – NEW YORK v05102010 p. 5

Together they took Ambit Energy from start-up to \$324 million in just their third full year of operation, which makes Ambit Energy one of the fastest growing companies in the US and the fastest private company in Dallas/Fort Worth.

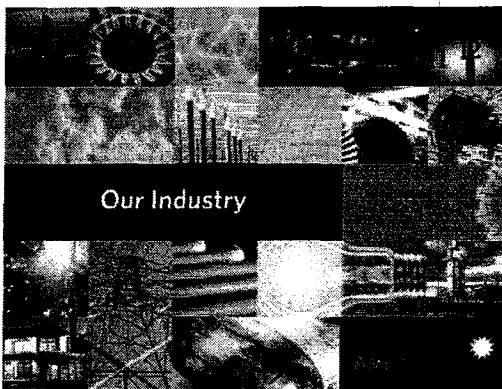


The Ambit Opportunity Growth with Stability

Ambit Energy's growth and stability has been built on its **investor strength** and its co-founders' **high growth experience**. Ambit Energy's **Executive Team** is drawn from Fortune 500 companies.

We have a patented billing and customer care platform.

We also have a **long-term purchasing agreement** with one of the largest companies in the world, a **major energy supplier**. This agreement promotes long-term stability for our company in a rapid-growth environment, and it assures reliable, competitively priced energy supply for Ambit Energy customers.



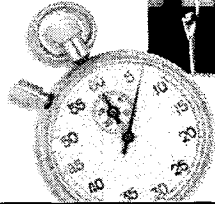
Our Industry Deregulation opens the window.

Now, let's look at **Our Industry**.

BUSINESS PRESENTATION SCRIPT – NEW YORK v05102010 p. 6

Energy Deregulation The Wave Is Coming

- Energy monopolies are being broken up
- Customers have a right to choose
- The timing is perfect



Energy Deregulation The Wave Is Coming

A big wave of opportunity is coming!

Where energy is being deregulated to allow competition, **energy monopolies are being broken up**, and customers have the right to choose their energy provider.

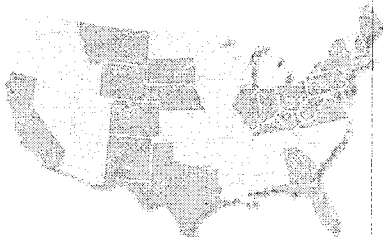
The industry is huge and the **timing is perfect** for taking advantage of energy deregulation.

With Ambit Energy, you can get in front of this wave and achieve rewards you never thought possible.

Energy Deregulation How big is the Opportunity?

Current Deregulated Markets

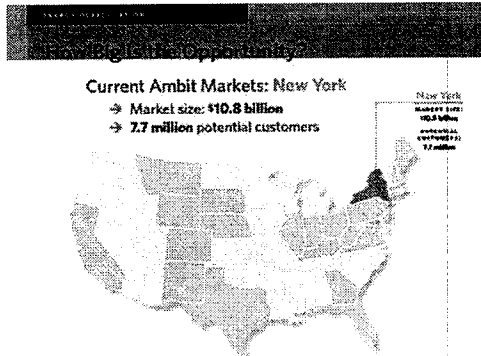
- Market size: \$100 billion



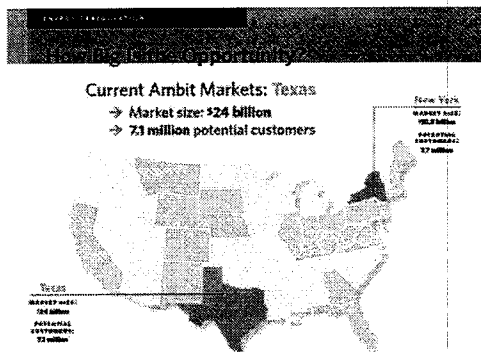
Energy Deregulation How big is the Opportunity?

How big is the Opportunity?

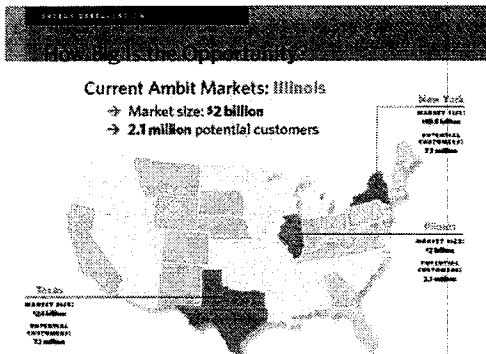
The opportunity is huge. The current deregulated market generates \$100 billion in annual revenues.

BUSINESS PRESENTATION SCRIPT – NEW YORK v05102010 p. 7

In New York the available market is \$10.8 billion, with 7.7 million potential customers



In **Texas** alone, retail electric consumers spend over **\$24 billion** per year. In fact, Texas is the 11th-largest electricity market in the world, with more than **7.1 million customers** who can now choose their electricity provider.



And in Illinois the market is \$2 billion, with 2.1 million potential customers.

BUSINESS PRESENTATION SCRIPT – NEW YORK v05102010 p. 8

How Big is the Opportunity?

Current Ambit Markets

- Market size: **\$37 billion**
- Potential customers: **17 million**



In Ambit Energy's available markets, we can compete for our share of **\$37 billion** among **17 million potential customers!**

How Big is the Opportunity?

Ambit Market Penetration

- Less than 2%



Even with all of the growth and success Ambit Energy has experienced to date, we still hold **less than 2%** of the market share in states we operate in. That means that 98 out of 100 people have not heard of or switched to Ambit Energy!

Energy Deregulation



Incumbent Provider
(Former monopolies)

Energy Deregulation How it Works

Here's how it works.

Before deregulation, one company—the monopoly **incumbent provider**—provided all aspects of your energy service: generation/production, delivery, and energy retail. They also billed the customer and provided customer support.

After deregulation, these components are separated.

BUSINESS PRESENTATION SCRIPT – NEW YORK v05102010 p. 9

Generation. Competing power/production plants produce the electricity and natural gas.

Delivery. Now, when the electricity and gas reaches a city, its delivery to your home or business is handled by a single operator. This delivery provider maintains all power lines and pipe lines and responds to any and all service issues.

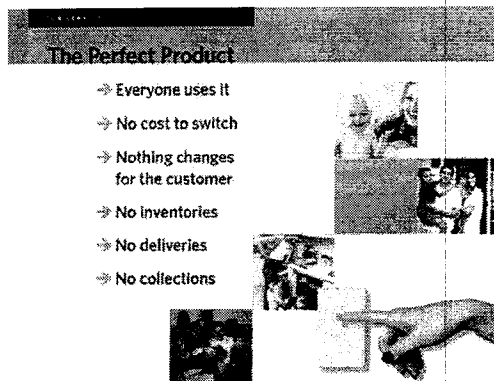
Energy Retailer. Now, in deregulated areas of New York, the marketing of electricity and natural gas is handled by an Energy Service Company "ESCOs." Ambit Energy is an Energy Service Company in New York.

So, why is electricity and natural gas such great products and why would a customer choose Ambit Energy?



Our Service
Energy savings and rewards for customers.

Let's take a look at **Our Service**, and how we provide savings and rewards for customers.



Our Service
The Perfect Product

Residential energy is the **perfect product**.

Everyone uses it.

There is **no cost to switch**.

Nothing changes for the customer

When you switch providers, there is no interruption in service, and our bills are simple and easy to understand.

BUSINESS PRESENTATION SCRIPT – NEW YORK v05102010 p. **10**

There are no inventories,
no deliveries and
no collections.

And energy is a naturally recurring purchase... it sells itself month after month after month. It's the perfect product for entrepreneurs. But why would a customer choose Ambit as their service provider?

Impressive Savings and Benefits

- 7% off the supply charge for the first two months
- Guaranteed savings
- No credit check
- Green-e Energy™ Certified products available
- Satisfaction guaranteed
- Free gift just for enrolling
- Monthly Travel Rewards points

Our Service **Impressive Savings and Benefits**

Our service comes with impressive savings and benefits

In New York, Ambit Energy customers save **7% off** the incumbent provider's supply charge for the first two months of service.

In New York, Ambit Energy **guarantees annual savings** of at least 1% under what the incumbent provider would have charges over the same 12 months. If they don't save you at least 1%, you'll receive a check for the difference.

There is **no credit check** for Ambit Energy customers in New York.

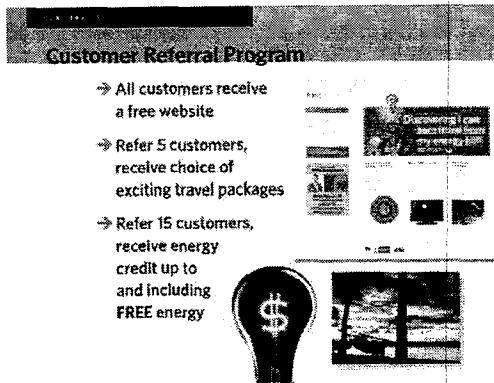
Green-e Energy™ Certified products are also available.

Our service comes with a **satisfaction guarantee** that states:

"We are so certain that your transition to Ambit Energy will be flawless, we are willing to guarantee it. If, for any reason, Ambit Energy disconnects your service during the switching process, we will pay your first month's bill. No questions asked."

Customers receive a **welcome gift** just for trying our service, and they earn **Monthly Travel Rewards Points** for the energy they use.

BUSINESS PRESENTATION SCRIPT – NEW YORK v05102010 p. **11**



Customer Referral Program

- All customers receive a free website
- Refer 5 customers, receive choice of exciting travel packages
- Refer 15 customers, receive energy credit up to and including **FREE** energy

The graphic includes a lightbulb with a dollar sign inside and a small inset image of a person's face.

Our Service **Customer Referral Program**

Our **Customer Referral Program** makes it easy for our customers to refer even more customers to Ambit Energy, and we reward them for doing so.

Here's how:

All customers receive a free website when they sign up.
By sending their friends to their Website, customers can enroll new customers.

Refer five friends who become Ambit Energy customers with active service for 60 days, and the referring customer earns a **choice of exciting travel packages**.

Refer fifteen customers and you can receive credit on your bill up to and including **FREE** energy!



Our Opportunity

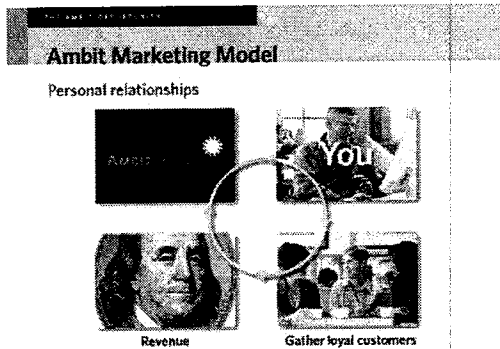
You have the power in your hands.

The graphic features a collage of images including a person's face, a hand holding a pen, and a person's face.

Our Opportunity **Deregulation opens the window**

Now let's look at the **Ambit Opportunity**.
You have the power in your hands to take control of your financial future.

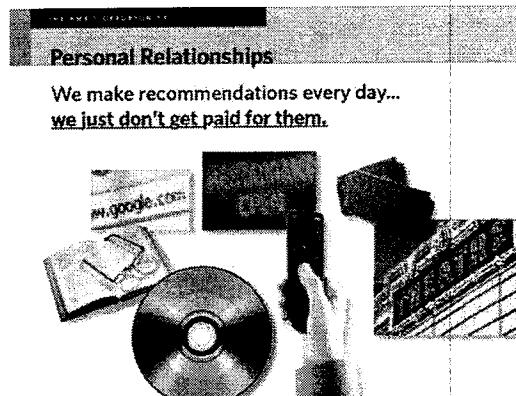
BUSINESS PRESENTATION SCRIPT – NEW YORK v05102010 p. 12



OUR OPPORTUNITY Ambit Marketing Model

The **Ambit Marketing Model** is based on personal relationships. **Ambit pays YOU bonuses** to gather a few loyal **customers**. Those loyal customers will continue to use the service and generate **revenue** and commissions for you month after month after month. That's income you earn over and over again for simply recommending a service to your friends that will save them money.

Actually, this is something we do all the time.



Ambit Marketing Model Personal Relationships

We make recommendations every day to our family and friends.
Great restaurants. Entertaining movies. Interesting books.

We just don't get paid for them.

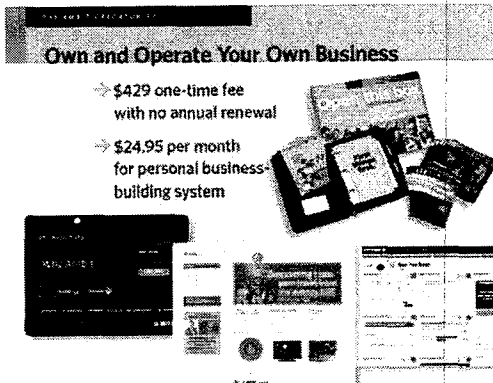
Some of the biggest companies in the country have achieved incredible success through this same model—through word-of-mouth recommendations.

Google, eBay, Yahoo! and Amazon are all multi-billion-dollar companies that achieved massive growth exclusively through word-of-mouth, without big multi-million-dollar advertising campaigns.

Ambit Energy is growing through word-of-mouth, too. But unlike those other companies, we actually pay the people who are recommending our service.

Let's talk about how that works.

BUSINESS PRESENTATION SCRIPT – NEW YORK v05102010 p. **13**



Ambit Energy Consultant Own and Operate Your Own Business

With Ambit, you can own and operate your own business.

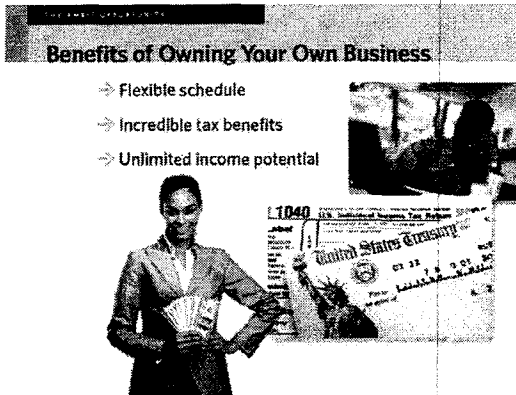
Becoming a Marketing Consultant requires a **\$429 one-time fee with no annual renewal.**

You receive a professional sales kit to help you get started, and unlimited access to some of the most sophisticated business management and reporting software in the industry.

It's only **\$24.95** per month **for your personal business-building system.**

This is your own personalized website. Through this website you can eliminate any paperwork by enrolling customers and other Consultants in real time on the Internet.

Other than these expenses, there are no additional fees or investments required to build your business.



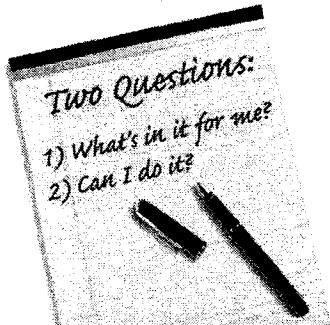
When you join Ambit you'll have a **flexible schedule**, so you can build your business when you want to.

Owning your own business can provide some **incredible tax benefits**, so be sure to check with your accountant.

And, there is no limit to the **potential income** you can earn.

BUSINESS PRESENTATION SCRIPT – NEW YORK v05102010 p. 14

THE AMBIT OPPORTUNITY
Making the Decision to Get Started



The Ambit Opportunity
Making the Decision to Get Started

To make the decision to get started, you only have to answer **two questions**:

1. What's in it for me?
2. Can I do it?

Let's tackle the "Can I do it?" question first.

THE AMBIT OPPORTUNITY
We Do Two Simple Things

→ Gather a handful of loyal customers,
people we know, love and trust

AND

→ Help others do the same.



The Ambit Opportunity
We Do Two Simple Things

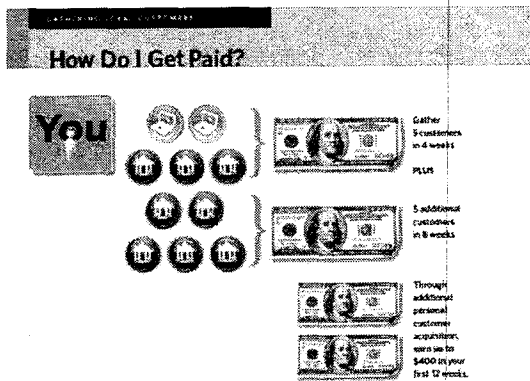
We only do two simple things in this business:

- 1) We **gather a few loyal customers** – people we know, love and trust.
- 2) And we help others do the same.
We help the people who join our team do what we do.

If you can do those two things, you can be very successful in Ambit.

Now let's answer the "What's in it for me?" question by reviewing the Ambit Compensation Plan.

BUSINESS PRESENTATION SCRIPT – NEW YORK v05102010 p. 15



Gathering Loyal Customers How Do I Get Paid?

It's what everyone wants to know. "How do I get paid?"

This is **YOU**.

You get **2 customer points for your website**, represented by these "computer" icons.

Enroll just three more customers – yourself and two other people, such as your mother, brother, sister and/or cousin, for example...

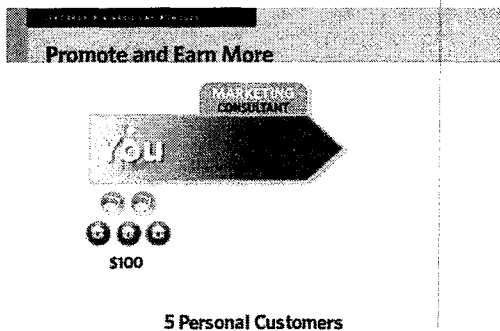
Gather those 5 customer points in your first four weeks, and you get paid \$100.

PLUS

Enroll 5 additional customers in your first 8 weeks and we'll pay you another \$100.

Keep up the good work and you can earn up to \$400 in your first 12 weeks.

You will also get paid when you help others.



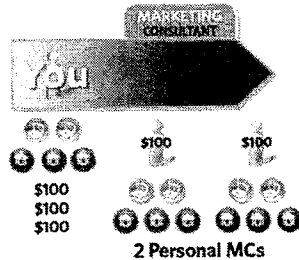
Leadership & Residual Bonuses Promote and Earn More

Let's talk about Leadership and Residual Bonuses. This bonus income kicks in when you promote yourself from Marketing Consultant (MC) to Regional Consultant (RC).

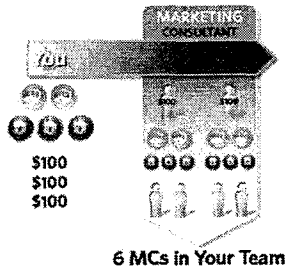
We've shown that each time you sponsor a new Marketing Consultant and help that new MC enroll 5 customers in their first 4 weeks, they earn \$100 - and *you* earn \$100.

BUSINESS PRESENTATION SCRIPT – NEW YORK v05102010 p. **16**

To promote yourself to RC, you need to achieve what we call "5-2-6."
You need to gather **5** customer points;



Personally sponsor **2** Consultants—the two personal MCs pictured here;

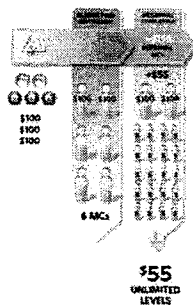


And develop a team of **6** Marketing Consultants.

Now that you've personally sponsored two MCs, you've completed one requirement for promoting yourself.

Here's what 5-2-6 might look like:

(Any combination of six MCs. For example, you can personally sponsor all six MCs. Or you can personally sponsor three MCs, each of whom sponsors one MC to bring your total to six.)

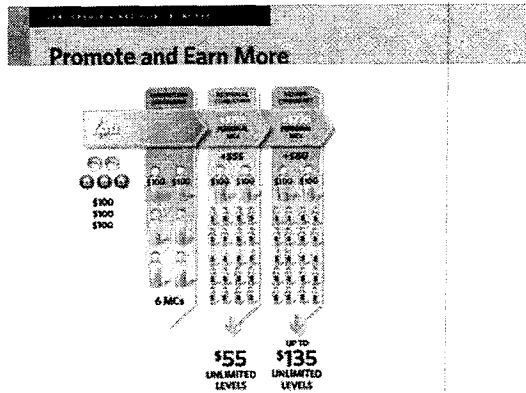


Now it starts getting fun, because when you promote to RC, you give yourself a raise!

BUSINESS PRESENTATION SCRIPT – NEW YORK v05102010 p. 17

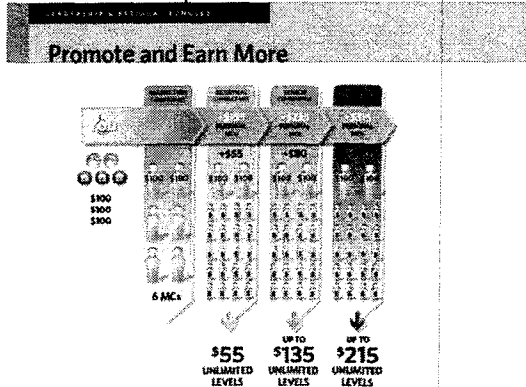
In your Regional Consultant organization, instead of earning \$100 for sponsoring new Consultants, you earn **\$155** for the MCs you personally sponsor—when they enroll five customer points in four weeks.

Then, when others in your RC organization bring in new team members, you earn **\$55** every time the new MC enrolls five customer points in four weeks: **to unlimited levels!**



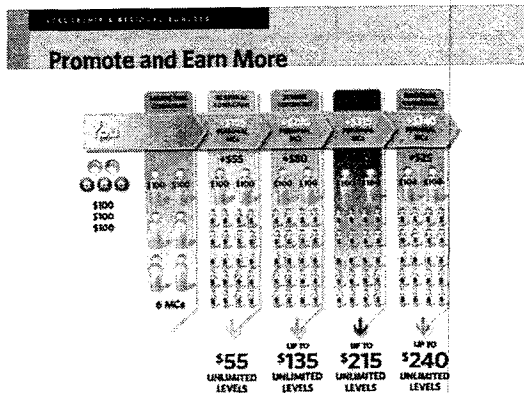
When you promote yourself to Senior Consultant (SC), you get another raise:

- **\$235** for every personally sponsored MC when they enroll five customer points in four weeks,
- and **\$135** every time others in your SC organization bring in new team members who enroll five customer points in four weeks: **to unlimited levels!**



Executive Consultants earn **\$315** for personally sponsored Consultants in their EC organization and **\$215** for every Consultant others bring in, when they enroll five customer points in four weeks: **to unlimited levels!**

BUSINESS PRESENTATION SCRIPT – NEW YORK v05102010 p. **18**



National Consultants earn **\$340** for personally sponsored Consultants in their NC organization and **\$240** for every Consultant others bring in, when they enroll five customer points in four weeks: **to unlimited levels!**

All Consultant Leadership Bonuses (CLB) are paid every Friday.

RESIDUAL INCOME

Monthly Income Potential

6-Level Payout: New York
If each MC gathers 20 customers

Levels	MCs	Customers	Band 1	Monthly
You	-	20	\$1.05	\$1
1	3	60	\$1.10	\$6
2	9	180	\$1.15	\$27
3	27	540	\$1.25	\$135
4	81	1,620	\$1.50	\$810
5	243	4,860	\$1.75	\$3,645
6	729	14,580	\$1.50	\$21,870
Total	1,092	21,860		\$26,494

RESIDUAL INCOME

Monthly Income Potential

Now let's talk about **Customer Residual Income (CRI)**, which is paid every month.

Ambit Consultants are paid Customer Residual Income through six levels.

Here is the 6-Level Payout in Texas.

Let's assume for a moment you have enrolled 20 customer points and build a team through 6 levels. You have sponsored 3 Marketing Consultants, and each of these 3 people all sponsor 3 people. And so on and so on.

You would have 9 Consultants on your second level, 27 on your third, 81 on your fourth, 243 on your fifth and 729 on your sixth. That's a total of 1,092 Consultants.

If each Consultant enrolled 20 customers you would have 60 customers on your first level increasing to 14,580 customers on your sixth level.

Ambit pays you higher commissions when your customer uses more energy. The compensation is based on Energy Usage Bands.

Band 1 customers are the lightest energy users. **Band 5** customers are the heaviest users.

BUSINESS PRESENTATION SCRIPT – NEW YORK v05102010 p. **19**

If all of those customers are just Band 1 customers your organization would generate a **monthly income of \$26,494** for you.

That's more than **\$300,000 a year!** And all you have to do to qualify for 6-level income is to personally enroll 20 customers.

Imagine the annual income from Band 5 customers!

This kind of income is entirely possible with this compensation plan. More realistic might be to look at what you'd earn if your team performed at only 50% of this example.

RESIDUAL INCOME

Monthly Income Potential

6-Level Payout: New York
If each MC gathers 10 customers

Levels	MCs	Customers	Band 1	Monthly
You	-	20	\$.05	\$1
1	3	30	\$.10	\$3
2	9	90	\$.15	\$14
3	27	270	\$.25	\$68
4	81	810	\$.50	\$405
5	243	2,430	\$.75	\$1,823
6	729	7,290	\$1.50	\$10,935
Total	1,092	10,940		\$13,249

Let's assume this same organization of 1,092 Consultants gathers **only 10 customers each**. That would give you 7,290 customers in your 6-level organization. If all of those customers are just Band 1 customers, your organization would generate a monthly income of **\$13,249** for you.

But let's take it one step further.

RESIDUAL INCOME

Monthly Income Potential

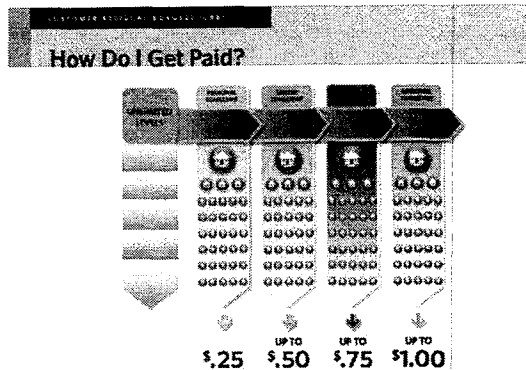
6-Level Payout: New York
If each MC gathers 3 customers

Levels	MCs	Customers	Band 1	Monthly
You	-	20	\$.05	\$1
1	3	9	\$.10	\$.90
2	9	27	\$.15	\$4
3	27	81	\$.25	\$20
4	81	243	\$.50	\$122
5	243	729	\$.75	\$547
6	729	2,187	\$1.50	\$3,280
Total	1,092	3,296		\$3,975

What if your team performed at only 15% of the first example? That would give you 2,187 customers in your 6-level organization. If all of those customers are just Band 1 customers, your organization would generate a monthly income of **\$3,975** for you.

Who wouldn't like an additional \$4,000 each month?

BUSINESS PRESENTATION SCRIPT – NEW YORK v05102010 p. 20



Customer Residual Bonuses (CRB) How Do I Get Paid?

Now, if that wasn't enough, Ambit has pays another commissions called **Customer Residual Bonuses**, which are paid monthly for all the customers gathered in your leadership organization. And these bonuses are not limited to 6 levels – **they apply to unlimited levels.**

When you promote yourself to Regional Consultant, the Customer Residual Bonus on the customers your team gathers is **25¢**, paid for each and every customer, every month, through **unlimited levels.**

As a Senior Consultant, all the customers gathered by your SC organization pay you up to **50¢** for every customer, every month, through **unlimited levels.**

As an EC, you earn up to **\$75** for every customer, every month, through **unlimited levels.**

And as an NC, you are paid up to **\$1.00** for every customer, every month, through **unlimited levels.**

The Ambit Opportunity Why Ambit Works

Now that you have learned about the Company, the Industry, and the Product and the many ways Ambit pays you, you may be asking yourself "that sounds great, but what makes Ambit different? Why does Ambit work where others do not?"

The answer is simple. Ambit offers a Service, not a product. You don't have to sell anything. Customers are already using what we offer; we just help them save money.

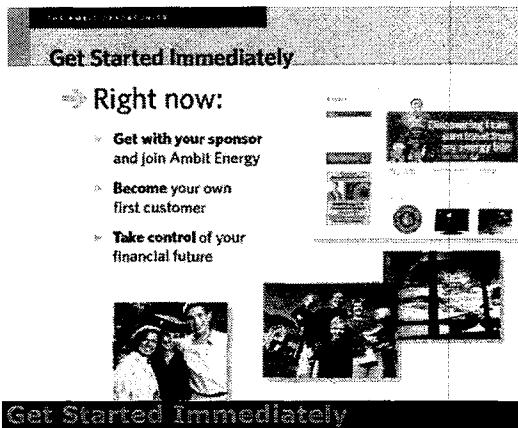
BUSINESS PRESENTATION SCRIPT – NEW YORK v05102010 p. 21

Ambit offers the most income potential for your effort. This is a business that can be built successfully in your part time.

Ambit has the most lucrative compensation plan in an industry that is exploding and primed for massive growth.

And Ambit offers you a Proven System that is easily duplicated and ensures your success if followed.

So, if this is an opportunity you're not willing to pass up, then there is only one thing left to do...

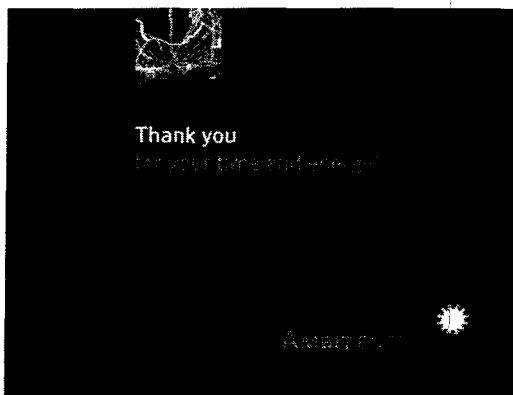


Get Started Immediately

Right now:

- **Get with your sponsor** and join Ambit Energy
- **Become your own** first customer
- **Take control of your** financial future

Right now: Get with the person who brought you and start your Ambit Energy business. Become your own first customer. And take control of your financial future.



Thank you for your time and energy!